



**Order under Section 87 / 89
Residential Tenancies Act, 2006**

File Number: LTB-L-106128-24

In the matter of: B, 35 NEPAHWIN AVE
SUDBURY ON P3E2H5

Between: LABONTE INVESTMENTS LTD. Landlord

And

Michael Maki Former Tenant

LABONTE INVESTMENTS LTD. (the 'Landlord') applied for an order requiring Michael Maki (the 'Former Tenant') to pay the rent and daily compensation that the Former Tenant owes.

LABONTE INVESTMENTS LTD. (the 'Landlord') applied for an order requiring Michael Maki (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on October 21, 2025.

Only the Landlord's agent, Patricia Labonte, and the Landlord's legal representative, Deborah Shewman, attended the hearing.

As of 10:47am, the Former Tenant was not present or represented at the hearing although properly served with notice of this hearing by the Landlord. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Determinations:

1. The Landlord withdrew the damage portion of their application at the outset of the hearing, and I consented to this request.
2. As explained below, the Landlord proved the remaining allegations contained in the application on a balance of probabilities.
3. I am satisfied that the Landlord served the Former Tenant with the application and Notice of Hearing at least 30 days before the hearing in accordance with Rule 3.3 of the LTB's Rules of Procedure.

4. These documents were served on September 12, 2025 by mail to the former Tenant's current address.
5. The Former Tenant vacated the rental unit on October 31, 2024.
6. The application was filed within one year after the Former Tenant ceased to be in possession of the rental unit.

Rent and daily compensation owing

7. The lawful rent was \$1,076.90. It was due on the 1st day of each month.
8. Based on the Monthly rent, the daily rent/compensation is \$35.40. This amount is calculated as follows: $\$1,076.90 \times 12$, divided by 365 days.
9. The Former Tenant has not made any payments since the application was filed.
10. The tenancy ended on October 31, 2024 as a result of the Former Tenant moving out in accordance with a notice of termination, LTB order or agreement to terminate the tenancy. Therefore, the Former Tenant's obligation to pay rent ended on that date.
11. Based on the uncontested evidence, I find the rent arrears and daily compensation owing to October 31, 2024, are \$18,288.26.
12. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
13. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$18,288.26, which represents rent and compensation owing up to October 31, 2024.
2. The Former Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
3. The total amount the Former Tenant owes the Landlord is \$18,474.26.
4. If the Former Tenant does not pay the Landlord the full amount owing on or before February 14, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from February 15, 2026 at 4.00% annually on the balance outstanding.

February 3, 2026
Date Issued

Colin Elsby
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.